

1 SCHIFF HARDIN LLP
2 Wendi J. Berkowitz
3 Bar No. 145624
4 wberkowitz@schiffhardin.com
5 One Market Plaza
6 Spear Tower, Suite 3100
7 San Francisco, CA 94105
8 Telephone: 415.901.8700
9 Facsimile: 415.901.8701
10 SCHIFF HARDIN LLP
11 Malerie Ma Roddy (admitted *pro hac vice*)
12 233 South Wacker Drive
13 Suite 7100
14 Chicago, IL 60606
15 Telephone: 312.258.5500
16 Facsimile: 312.258.5600

17 Attorneys for Defendant
18 DOREL JUVENILE GROUP, INC.

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

19 L.M., a minor, by and through his
20 Guardian ad Litem, DANIELLE
21 MOYLAN,

Case No. 3:17-cv-01980

PROTECTIVE ORDER

20 Plaintiff,
21 v.
22 DOREL JUVENILE GROUP, INC.,
23 Defendant.

24 The Court being fully advised on the premises, IT IS HEREBY ORDERED:

25 1. This Protective Order shall govern all documents, computer disks,
26 information, and tangible materials which any party shall designate as
27 “confidential.”

1 2. Any party may specifically designate as "confidential" any documents,
2 information, or materials of a proprietary, private, financial, or competitively
3 sensitive nature, or which otherwise implicate any recognized privacy interest, by
4 placing in a conspicuous location a stamp bearing the legend "confidential" or the
5 like.

6 3. Any party also may designate as confidential any portion of a
7 deposition transcript that it deems to include confidential information.

8 4. No documents, information or materials designated as "confidential"
9 by another party shall be furnished, shown, or otherwise disclosed to any person
10 unaffiliated with the designating party except the following qualified persons: (1)
11 counsel for the parties, their associate attorneys, paralegal assistants, and clerical
12 employees assisting such counsel and employees; (2) essential employees of the
13 parties with whom it is necessary to consult in connection with the prosecution of
14 this cause; and (3) court reporters and videographers, and (4) outside consultants
15 and experts retained by the parties to consult and/or assist counsel in the preparation
16 and trial of this action. All documents, information, and materials that are
17 designated as confidential shall be used solely for the preparation and trial of this
18 action and for no other purpose.

19 5. Before any person unaffiliated with the Court, other than counsel of
20 record and counsel's employees, receives or reviews documents, information, or
21 materials designated as "confidential" by another party, he or she shall be provided
22 with a copy of this Protective Order and shall agree in writing to be bound by its
23 terms by executing a copy of the attached "Acknowledgment." Any person
24 executing the attached Acknowledgment shall be vicariously responsible for any
25 violation of this Protective Order effected by any person who has received or
26 reviewed information from the executing person that was designated by another
27 party as "confidential" *and* who has not executed a copy of the attached
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1 “Acknowledgment.” The Acknowledgment for an expert or consultant shall
2 initially be held by counsel for the parties receiving confidential information and
3 promptly released to counsel for the designating parties when such expert or
4 consultant is disclosed, receives confidential information if he or she is already
5 disclosed, or at the end of the case, whichever comes first. Counsel for the
6 respective parties also shall maintain a list of each and every person to whom they
7 have disclosed material subject to this Protective Order, with such list available for
8 production to the Court upon an appropriate Order. Counsel of record and counsel’s
9 employees need not execute such an Acknowledgment, but are deemed subject to
10 the provisions of this Order by virtue of its entry.

11 6. All copies, reproductions, extracts, and summaries of documents,
12 answers to interrogatories, responses to requests for admission, testimony and other
13 materials and information, as well as briefs and other Court papers that quote or
14 refer to confidential documents, information, or materials also shall be subject to the
15 provisions of this Protective Order.

16 7. Whenever filed with the Court for any reason, all designated materials
17 disclosed by any party shall be submitted for filing with the Court under seal
18 pursuant to local rules and shall be kept under seal until further order of the Court.
19 However, such designated materials shall continue to be available to the Court and
20 to such persons who are permitted access to the same under this Protective Order.

21 Only
22 ~~Where possible, only~~ ^A the confidential portions of filings with the Court shall be filed
23 under seal.

24 8. Nothing contained in this Protective Order shall bar or restrict the
25 parties’ attorneys from rendering advice to their respective clients with respect to
26 this litigation, as long as the confidentiality provisions of this Order are otherwise
27 observed. This Protective Order shall not prevent the use of “confidential”
28 documents, information, or materials at a deposition, so long as reasonable notice is

1 given to the opposing party and the court reporter that the other party will or may
2 use confidential materials, so that the documents, information, or materials shall be
3 disclosed or displayed only upon the implementation of reasonable safeguards to
4 preserve their confidentiality. The use of "confidential" documents at a deposition
5 does not otherwise affect the protection of those documents under the terms of this
6 Protective Order.

7 9. The inadvertent or unintentional disclosure of "confidential"
8 information, regardless of whether the information was so designated at the time of
9 disclosure, shall not be deemed a waiver in whole or in part of a party's claim of
10 confidentiality either as to specific information disclosed therein or on the same or
11 related subject matter, provided that the party asserting the claim of confidentiality
12 informs the opposing party of its claim within a reasonable time after learning of the
13 disclosure.

14 10. Materials designated as "confidential" shall not be placed or deposited
15 in any sort of outside data bank or otherwise be made available through
16 indiscriminate or general circulation to lawyers, litigants, consultants, expert
17 witnesses, or any other persons or entities. This paragraph and the other provisions
18 of this Protective Order shall not apply to materials which, if challenged by another
19 party, the Court rules are not entitled to protection.

20 11. All parties other than the designating party, including non-designating
21 parties' counsel, technical consultants, and/or experts, are prohibited from selling,
22 offering, advertising, publicizing, or providing under any condition, any information
23 provided and designated as "confidential" by the designating party, to any
24 competitor of the designating party.

25 12. Within thirty (30) days of the conclusion of this case, defined as the
26 latest of the completion of the trial and appeals, if any, in this action, or at the
27 satisfaction of any judgment, or upon conclusion of any settlement, if any, parties
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1 in receipt of another party's "confidential" documents agree to return or destroy all
2 copies of "confidential" documents, information, or materials to the designating
3 party, excluding counsel of record's original work product. Each party in receipt of
4 designated documents shall deliver to the designating party an affidavit within thirty
5 (30) days of the conclusion of this case certifying that all such "confidential"
6 information and copies thereof, excerpts from and summaries of such information,
7 have been returned to the party who produced such "confidential information," or
8 have been destroyed. The parties shall further provide, within thirty (30) days of
9 the conclusion of this case, affidavits from each testifying or consulting expert to
10 which they have provided such information, certifying their compliance with this
11 provision.

12 13. If any party elects to challenge a designation of "confidential" made by
13 the other party, the challenging party shall provide written notice to the designating
14 party within thirty (30) days of receipt of the document(s) in question. The notice
15 shall specify by bates number the documents, information, or materials for which
16 the designation is challenged, and the specific and complete basis for the challenge.
17 Thereafter, the provisions of the agreement shall apply to such materials for a period
18 of sixty (60) days only, and shall expire unless the producing party files a motion
19 for protective order from the Court prior to such time. In the event such motion is
20 filed, the terms of this Protective Order shall remain in place as to such documents,
21 information, and materials until the Court rules upon the motion.

22 14. All materials designated as confidential shall be treated as such
23 pursuant to the terms of this Protective Order until further order of this Court. Such
24 a designation raises no presumption that the information or documents are entitled
25 under the law to protection.

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1 15. The determination of how any material designated as "confidential"
2 shall be used at the trial of this case, if any, is not made at this time. Rather, any
3 such determination will be made prior to trial.

4 16. The terms of this Protective Order shall become effective upon
5 agreement of the parties or entry by the Court, whichever happens first, and shall
6 survive and remain in full force and effect after conclusion of this cause of action.
7 The Court shall retain jurisdiction after the conclusion of this action to enforce the
8 terms of the Protective Order.

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11 DATED this 3rd day of July, 2017.

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Magistrate M. Chusney
DISTRICT COURT JUDGE